

OFFICIAL RECEIPT



John D. Kinard
District Clerk, Galveston County
(409) 766 - 2424
www.co.galveston.tx.us/District_Clerk

Payor
 MEGHAN HEIN

Receipt No.
 2016-15979-DC

Transaction Date
 04/19/2016

Description	Amount Paid
Miscellaneous Payment	
Fax Filing Fee	1.50
Fax Filing Fee	1.50
Certified Copies	21.00
Copies	21.00
SUBTOTAL	22.50

PAYMENT TOTAL **22.50**

Credit Card (Ref #075057) Tendered	22.50
Total Tendered	22.50
Change	0.00

16CV0323

04/19/2016
 04:53 PM

Cashier
 Station BK4

Audit
 2853177

OFFICIAL RECEIPT

CASE SUMMARY

CASE NO. 16-CV-0323

Adrian Mejia vs. ASI Lloyds Et Al

§
§
§
§

Location: **405th District Court**
 Judicial Officer: **Slaughter, Michelle**
 Filed on: **03/16/2016**

CASE INFORMATION

Case Type: **Contract - Debt - Commercial/Consumer**

Case Status: **03/16/2016 Active**

Case Flags: **Jury Fee Paid**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number: **16-CV-0323**
 Court: **405th District Court**
 Date Assigned: **03/16/2016**
 Judicial Officer: **Slaughter, Michelle**

PARTY INFORMATION

Plaintiff **Mejia, Adrian**







Lead Attorneys
Barton, Daniel Patrick
Retained
7132274747(W)

Defendant **ASI Lloyds**
 Garcia, Richard

DATE

EVENTS & ORDERS OF THE COURT

INDEX

03/16/2016	 Original Petition - OCA <i>With Jury demand</i>	
03/16/2016	 OCA Case Information Sheet	
03/16/2016	 Request for Civil Service <i>Issue 2 citations e- mail to attorney assigned to RK</i>	
03/17/2016	 Citation Issuance - Work Product Party: Defendant ASI Lloyds; Defendant Garcia, Richard <i>Issued 2 Citations @ \$8.00 Each Along With S/C Sheet And Emailed To attorney. RK</i>	
03/17/2016	 Receipt Acknowledge	
04/20/2016	 Return of Service on Citation/Subpoena <i>Return of Citation Service</i>	

DATE

FINANCIAL INFORMATION

Plaintiff Mejia, Adrian	
Total Charges	353.00
Total Payments and Credits	353.00
Balance Due as of 4/20/2016	0.00

CASE SUMMARY
CASE NO. 16-CV-0323

1

Filed: 3/16/2016 4:38:46 PM
JOHN D. KINARD - District Clerk
Galveston County, Texas
Envelope No. 9645049
By: Ann Vaughn
3/17/2016 9:45:02 AM

16-CV-0323
CAUSE NO. _____

ADRIAN MEJIA	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
V.	§	GALVESTON COUNTY, TEXAS
	§	
ASI LLOYDS AND RICHARD GARCIA	§	Galveston County - 405th District Court
<i>Defendants.</i>	§	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Adrian Mejia, hereinafter referred to as Plaintiff, complaining of ASI Lloyds ("ASI") and Richard Garcia ("Garcia") (hereinafter collectively referred to as Defendants) and for cause of action would respectfully show unto this Honorable Court and Jury as follows:

DISCOVERY CONTROL PLAN

1. Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff asks the court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

PARTIES

2. Plaintiff is a resident of Galveston County, Texas.
3. Defendant ASI is a Texas insurance company engaging in the business of insurance in the State of Texas. This Defendant may be served with process by serving its attorney for

service: Rodney D. Buckner, 700 North Pearl Street 25th Floor, Dallas, Texas 75201.

Plaintiff requests service at this time.

4. Defendant Garcia is an individual residing in Harris County, Texas and may be served with process at the following address: 5310 Woodville Ln., Spring, Texas 77379.

JURISDICTION

5. Plaintiff stipulates that the damages in this matter are between \$100,000 and \$200,000, excluding interest and costs, and that the damages are within the jurisdictional limits of the court. Plaintiff contends that the determination of damages is within the sole discretion of the Judge and Jury, but makes this required stipulation under TRCP 47.
6. The court has jurisdiction over Defendant ASI because this Defendant is an insurance company that engages in the business of insurance in the State of Texas and Plaintiff's causes of action arise out of this Defendant's business activities in the State of Texas.
7. The court has jurisdiction over Defendant Garcia because this Defendant engages in the business of adjusting insurance claims in the State of Texas and Plaintiff's causes of action arise out of this Defendant's business activities in the State of Texas.

VENUE

8. Venue is proper in Galveston County, Texas, because the insured's property is situated in Galveston County, Texas. TEX.CIV.PRAC.REM.CODE§15.032.

FACTS

9. Plaintiff is the owner of a Texas Homeowners' insurance policy (hereinafter referred to as "the Policy"), which was issued by Defendant ASI Lloyds. Plaintiff owns the insured property, which is specifically located at 147 Bristol Bend Lane, Dickinson, Texas 77539 (hereinafter referred to as "the Property").

10. Defendant ASI sold the Policy insuring the Property to Plaintiff.
11. On or about November 22, 2015, Plaintiff experienced a fire which caused damage to the Property and constituted a covered loss under the Policy issued by Defendant ASI. Plaintiff subsequently opened a claim and Defendant ASI assigned Defendant Garcia to adjust the claim. Defendant ASI wrongfully underpaid Plaintiff's claim and refused to issue a full and fair payment for the loss.
12. Defendant Garcia made numerous errors in estimating the value of Plaintiff's claim, all of which were designed to intentionally minimize and underpay the loss incurred by Plaintiff. Specifically, Defendant Garcia failed to conduct a reasonable investigation and did not have adequate evidence to support the underpayment of Plaintiff's claim at the time it was inadequately paid. As a result of Defendant Garcia's conduct, Plaintiff's claim was underpaid.
13. Defendant ASI failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policies in effect during Plaintiff's loss. Specifically, Defendant refused to pay the full proceeds owed under the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property and all conditions precedent to recovery upon the Policy in question had been carried out and accomplished by Plaintiff. Defendant ASI's conduct constitutes a breach of the insurance contract between Defendant ASI and Plaintiff.
14. Defendants misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX.INS.CODE §541.060(a)(1).

15. Defendants failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX.INS.CODE §541.060(a)(2)(a).
16. Defendants failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendants failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX.INS.CODE §541.060(a)(3).
17. Defendants failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendants. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX.INS.CODE §541.060(a)(4).
18. Defendants refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair and inequitable evaluation of Plaintiff's claim, which resulted in a biased, unfair and inequitable evaluation of Plaintiff's loss on the Property. Defendants' conduct

constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX.INS.CODE §541.060(a)(7).

19. Defendant ASI failed to meet its obligations under the Texas Insurance Code regarding the timely acknowledgement of Plaintiff's claim, beginning an investigation of Plaintiff's claim and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Defendant ASI's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX.INS.CODE §542.055.
20. Defendant ASI failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Defendant ASI's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX.INS.CODE §542.056.
21. Defendant ASI failed to meet its obligations under the Texas Insurance Code regarding payment of claims without delay. Specifically, Defendant ASI has delayed full payment of Plaintiff's claim longer than allowed and, to date Plaintiff has not yet received full payment for their claim. Defendant ASI's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX.INS.CODE §541.058.
22. From and after the time Plaintiff's claim was presented to Defendant ASI, the liability of Defendant ASI to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Defendant ASI has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied on to deny the full payment. Defendant ASI's conduct constitutes a breach of the common law duty of good faith and fair dealing.

23. Defendants knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed material information from Plaintiff.
24. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the law firm who is representing them with respect to these causes of action.
25. Plaintiff's experience regarding their claim with Defendant ASI is not an isolated case. The acts and omissions Defendant State Farm committed in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Defendant ASI with regard to handling these types of claims. Defendant ASI's entire process is unfairly designed to reach favorable outcomes for the insurance companies at the expense of the policyholders.

CAUSES OF ACTION

CAUSES OF ACTION AGAINST DEFENDANT GARCIA

TEXAS INSURANCE CODE VIOLATIONS

26. Defendant Garcia's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX.INS.CODE §541.060(a). All violations under this article are made actionable by TEX.INS.CODE §541.151.
27. Defendant Garcia is individually liable for his unfair and deceptive acts, irrespective of the fact he was acting on behalf of Defendant ASI, because individually, he meets the definition of a "person" as defined by TEX.INS.CODE §541.002(2). The term "person" is defined as "any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, adjuster or life and

health insurance counselor.” TEX.INS.CODE §541.002(2) (emphasis added). (See also *Liberty Mutual Insurance Co. v. Garrison Contractors, Inc.*, 966 S.W.2d 482, 484 (Tex.1998)(holding an insurance company employee to be a “person” for the purpose of bringing a cause of action against them under the Texas Insurance Code and subjecting them to individual liability).

28. Defendant Garcia’s unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(1).
29. Defendant Garcia’s unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though liability under the Policy is reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(2)(A).
30. The unfair settlement practice of Defendant Garcia as described above, of failing to promptly provide the Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for the offer of a compromise settlement of Plaintiff’s claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(3).
31. Defendant Garcia’s unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an

unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(4).

32. Defendant Garcia's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(7).

FRAUD

33. Defendant Garcia is liable to Plaintiff for common law fraud.
34. Each and every one of the representations, as described above, concerned material facts for the reason Plaintiff would not have acted and which Defendant Garcia knew were false or made recklessly without any knowledge of their truth as a positive assertion.
35. The statements were made with the intention that they should be acted upon by Plaintiff, who in turn acted in reliance upon the statements, thereby causing Plaintiff to suffer injury, which constitutes common law fraud.

CAUSES OF ACTION AGAINST DEFENDANT ASI

36. Defendant ASI is liable to Plaintiff for intentional breach of contract, as well as intentional violations of the Texas Insurance Code and intentional breach of the common law duty of good faith and fair dealing.

BREACH OF CONTRACT

37. Defendant ASI's conduct constitutes a breach of the insurance contract made between Defendant ASI and Plaintiff.
38. Defendant ASI's failure and refusal, as described above, to pay the adequate compensation it is obligated to pay under the terms of the Policy in question and under

the laws of the State of Texas, constitutes a breach of Defendant ASI's insurance contract with Plaintiff.

**NONCOMPLIANCE WITH TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

39. Defendant ASI's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX.INS.CODE §541.060(a). All violations under this article are made actionable by TEX.INS.CODE §541.151.
40. Defendant ASI's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(1).
41. Defendant ASI's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Defendant ASI's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(2)(A).
42. Defendant ASI's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(3).
43. Defendant ASI's unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an

unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(4).

44. Defendant ASI's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX.INS.CODE §541.060(7).

**NONCOMPLIANCE WITH TEXAS INSURANCE CODE:
THE PROMPT PAYMENT OF CLAIMS**

45. Defendant ASI's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX.INS.CODE §542.060.
46. Defendant ASI's failure to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that they reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of the TEX.INS.CODE §541.055.
47. Defendant ASI's failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints, constitutes a non-prompt payment of the claims within the applicable time constraints and a violation of the TEX.INS.CODE §541.056.
48. Defendant ASI's delay of the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, for longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claims. TEX.INS.CODE §541.058.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

49. Defendant ASI's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to insured in insurance contracts.
50. Defendant ASI's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, Defendant ASI knew or should have known by the exercise of reasonable diligence that its liability was reasonable clear, constitutes a breach of the duty of good faith and fair dealing.

FRAUD

51. Defendant ASI is liable to Plaintiff for common law fraud.
52. Each and every one of the representations, as described above, concerned material facts for the reason Plaintiff would not have acted and which ASI knew were false or made recklessly without any knowledge of their truth as a positive assertion.
53. The statements were made with the intention that they should be acted upon by Plaintiff, who in turn acted in reliance upon the statements, thereby causing Plaintiff to suffer injury, which constitutes common law fraud.

KNOWLEDGE

54. Each of the acts described above, together and singularly, was done "knowingly" as that term is used in the Texas Insurance Code and was a producing cause of Plaintiff's damages described herein.

DAMAGES

55. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.

56. For breach of contract, Plaintiff is entitled to regain the benefit of his bargain, which is the amount of their claim, together with attorney fees.
57. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the Policy, mental anguish, court costs and attorney's fees. For knowing conduct of the acts complained of, Plaintiff asks for three times their actual damages. TEX.INS.CODE §541.152.
58. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of their claim, as well as eighteen (18) percent interest per annum of the amount of their claim as damages, together with attorney's fees. TEX.INS.CODE §542.060.
59. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages and damages for emotional distress.
60. For fraud, Plaintiff is entitled to recover actual damages and exemplary damages for knowing fraudulent and malicious representations, along with attorney's fees, interest and court costs.
61. For the prosecution and collection of these claims, Plaintiff has been compelled to engage the services of the law firm whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

JURY DEMAND

62. Plaintiff hereby request that all causes of actions alleged herein be tried before a jury consisting of citizens residing in Fort Bend County, Texas. Plaintiff hereby tenders the appropriate jury fee.

REQUEST FOR DISCLOSURE

63. Pursuant to Texas Rule of Civil Procedure 194, Plaintiff requests that Defendants disclose the information or material described in Rule 194.2.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon trial hereof, said Plaintiff has and recover such sums as would reasonably and justly compensate Plaintiff in accordance with the rules of law and procedure, both as to actual damages, treble damages under the Texas Insurance Code and all punitive and exemplary damages as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of this case, for all costs of Court on their behalf expended, for pre-judgment and post-judgment interest as allowed by law, statutory penalties and interest, and for any other and further relief, either at law or in equity, to which Plaintiff may show himself to be justly entitled.

Respectfully submitted,

By: /s/ Daniel P. Barton

DANIEL P. BARTON
State Bar No.: 00789774
WAYNE D. COLLINS
State Bar No.: 00796384
1201 Shepherd Drive
Houston, Texas 77007
(713) 227-4747- Telephone
(713) 621-5900- Telecopier
dbarton@bartonlawgroup.com
wcollins@bartonlawgroup.com
ATTORNEYS FOR PLAINTIFF



JOHN D. KINARD
District Clerk
Galveston County, Texas

CERTIFIED COPY

I, **John D. Kinard**, District Clerk of Galveston County, Texas
certify that this is a true and correct copy of the original record
filed and or recorded in my office, electronically or hard copy,
as it appear on this date.

Witness my official hand and seal of office this 04/20/2016

Case Number 16-CV-0323 - 405th District Court

Case Style: Adrian Mejia vs. ASI Lloyds Et Al

Document contains 13 page(s)

Document Title: Plaintiff's Original Petition

John D. Kinard, District Clerk
GALVESTON COUNTY, TEXAS

Prepared By David R. Kaplan, Deputy Clerk

Filed: 3/16/2016 4:38:46 PM
 JOHN D. KINARD - District Clerk
 Galveston County, Texas
 Envelope No. 9645049
 By: Ann Vaughn
 3/17/2016 9:45:02 AM

CIVIL CASE INFORMATION SHEET 16-CV-0323

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

Galveston County - 405th District Court

STYLED Adnan Maya v ASI Uyoys and Richard Garcia

(e.g., John Smith v. All American Insurance Co.; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: _____ Email: _____ Danal P. Barton _____ Address: _____ Telephone: _____ 1201 Shepherd Drive _____ 713-227-4747 City/State/Zip: _____ Fax: _____ Houston, Texas 77007 _____ 713-621-5400 Signature: _____ State Bar No: _____ _____ 00739774		Names of parties in case: Plaintiff(s) Petitioner(s): _____ Adnan Maya Defendant(s) Respondent(s): _____ ASI Uyoys Richard Garcia [Attach additional page as necessary to list all parties]		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff Petitioner <input type="checkbox"/> Pro Se Plaintiff Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract <input type="checkbox"/> Debt Contract <input type="checkbox"/> Consumer DTPA <input type="checkbox"/> Debt Contract <input type="checkbox"/> Fraud Misrepresentation <input type="checkbox"/> Other Debt Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	Real Property <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetrate Testimony <input type="checkbox"/> Securities Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:				
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax:	Probate & Mental Health Probate Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:				
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
4. Indicate damages sought (do not select if it is a family law case): <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					



JOHN D. KINARD
District Clerk
Galveston County, Texas

CERTIFIED COPY

I, John D. Kinard, District Clerk of Galveston County, Texas
certify that this is a true and correct copy of the original record
filed and or recorded in my office, electronically or hard copy,
as it appear on this date.

Witness my official hand and seal of office this 04/20/2016

Case Number 16-CV-0323 - 405th District Court

Case Style: Adrian Mejia vs. ASI Lloyds Et Al

Document contains page(s)

Document Title: Civil Case Information Sheet

John D. Kinard, District Clerk
GALVESTON COUNTY, TEXAS

Prepared By David R. Kaplan, Deputy Clerk

Issue 2 citations e-mail to attorney assigned to RK

Filed: 3/16/2016 4:38:46 PM
 JOHN D. KINARD - District Clerk
 Galveston County, Texas
 Envelope No. 9645049
 By: Ann Vaughn
 3/17/2016 9:45:02 AM



JOHN D. KINARD
DISTRICT CLERK GALVESTON COUNTY

16-CV-0323

REQUEST FOR ISSUANCE OF SERVICE

Case Number: _____

Court Description: _____

Galveston County - 405th District Court

Name(s) of Documents to be served: Plaintiff's Original PetitionSERVICE TO BE ISSUED ON (Please list exactly as the name appears in the pleading to be served)Issue Service To: ASI LloydsAddress of Service: 700 North Pearl Street, 25th FloorCity, State & Zip: Dallas, Texas 75201Agent (IF APPLICABLE): Rodney D. Bucker**TYPE OF SERVICE TO BE ISSUED:**

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Citation | <input type="checkbox"/> Citation by Posting | <input type="checkbox"/> Citation by Publication | <input type="checkbox"/> Citation Rule 106 Service |
| <input type="checkbox"/> Temporary Restraining Order | <input type="checkbox"/> Precept | <input type="checkbox"/> Notice | <input type="checkbox"/> Secretary of State Citation |
| <input type="checkbox"/> Protective Order | <input type="checkbox"/> Citation Scire Facias | <input type="checkbox"/> Attachment | <input type="checkbox"/> Certiorari |
| <input type="checkbox"/> Garnishment | <input type="checkbox"/> Habeas Corpus | <input type="checkbox"/> Injunction | <input type="checkbox"/> Sequestration |
| <input type="checkbox"/> Subpoena | | | |
| <input type="checkbox"/> Other (Please Describe): _____ | | | |

*All service fees for Sheriff and Constable are collected by the clerk of court at the time of request.***UPON ISSUANCE OF SERVICE: (CHECK ONE ONLY)**

- ☐ Send to Sheriff
- ☐ Galveston County Constable Name and Address _____
- ☐ Civil Process Server (Include the name of the Authorized Person to pick-up): _____
- ☐ Call attorney for pick up (Phone Number): _____
- ☐ Mail to attorney at: _____
- ☒ Email Service to: lea@bartonlawgroup.com
- ☐ District Clerk serve by certified mail _____
- ☐ Send to League City _____

ISSUANCE OF SERVICE REQUESTED BY:Attorney/Party Name: Daniel P. Barton, Barton Law FirmPhone Number: 713-227-4747Email Address: lea@bartonlawgroup.com



JOHN D. KINARD

DISTRICT CLERK GALVESTON COUNTY

Case Number: 16-CV-0323 REQUEST FOR ISSUANCE OF SERVICE Galveston County - 405th District Court
 Court Description: _____

Name(s) of Documents to be served: Plaintiff's Original Petition

SERVICE TO BE ISSUED ON (Please list exactly as the name appears in the pleading to be served)

Issue Service To: Richard Garcia

Address of Service: 5310 Woodville Ln.

City, State & Zip: Spring, Texas 77379

Agent (IF APPLICABLE) _____

TYPE OF SERVICE TO BE ISSUED:

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Citation | <input type="checkbox"/> Citation by Posting | <input type="checkbox"/> Citation by Publication | <input type="checkbox"/> Citation Rule 106 Service |
| <input type="checkbox"/> Temporary Restraining Order | <input type="checkbox"/> Precept | <input type="checkbox"/> Notice | <input type="checkbox"/> Secretary of State Citation |
| <input type="checkbox"/> Protective Order | <input type="checkbox"/> Citation Scire Facias | <input type="checkbox"/> Attachment | <input type="checkbox"/> Certiorari |
| <input type="checkbox"/> Garnishment | <input type="checkbox"/> Habeas Corpus | <input type="checkbox"/> Injunction | <input type="checkbox"/> Sequestration |
| <input type="checkbox"/> Subpoena | | | |
| <input type="checkbox"/> Other (Please Describe): _____ | | | |

All service fees for Sheriff and Constable are collected by the clerk of court at the time of request.

UPON ISSUANCE OF SERVICE: (CHECK ONE ONLY)

- ☐ Send to Sheriff
- ☐ Galveston County Constable Name and Address _____
- ☐ Civil Process Server (Include the name of the Authorized Person to pick up): _____
- ☐ Call attorney for pick up (Phone Number): _____
- ☐ Mail to attorney at: _____
- ☒ Email Service to: lea@bartonlawgroup.com
- ☐ District Clerk serve by certified mail _____
- ☐ Send to League City _____

ISSUANCE OF SERVICE REQUESTED BY:

Attorney/Party Name: Daniel P. Barton, Barton Law Firm

Phone Number: 713-227-4747

Email Address: lea@bartonlawgroup.com



JOHN D. KINARD
District Clerk
Galveston County, Texas

CERTIFIED COPY

I, **John D. Kinard**, District Clerk of Galveston County, Texas
certify that this is a true and correct copy of the original record
filed and or recorded in my office, electronically or hard copy,
as it appear on this date.

Witness my official hand and seal of office this 04/20/2016

Case Number 16-CV-0323 - 405th District Court

Case Style: Adrian Mejia vs. ASI Lloyds Et Al

Document contains 2 page(s)

Document Title: Request For Issuance Of Service

John D. Kinard, District Clerk
GALVESTON COUNTY, TEXAS

Prepared By David R. Kaplan, Deputy Clerk

CITATION

THE STATE OF TEXAS

ADRIAN MEJIA VS. ASI LLOYDS ET AL

Cause No.: 16-CV-0323

405th District Court of Galveston County

TO: Richard Garcia
5310 Woodville Ln
Spring TX 77379

GREETINGS: YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days from the date you were served this citation and petition/motion, a default judgment may be taken against you.

Said written answer may be filed by mailing same to: District Clerk's Office, 600 59th Street, Suite 4001, Galveston, Texas 77551-2388. The case is presently pending before the 405th District Court of Galveston County sitting in Galveston, Texas, and the Original Petition - OCA was filed March 16, 2016. It bears cause number 16-CV-0323 and see the attached petition/motion for named parties to the suit.

Issued and given under my hand and the seal of said court at Galveston, Texas, on this the 17th day of March, 2016.

Issued at the request of:
Daniel Patrick Barton
Barton Law Firm
1201 Shepherd Drive
Houston TX 77007



John D. Kinard, District Clerk
Galveston County, Texas

By:

Rolande Kain

Rolande Kain, Deputy

SEE ATTACHED FORM

NOTE: Status Conference set: 06/09/2016 at 10:00 AM

OFFICER/AUTHORIZED RETURN

Came to hand on the _____ day of _____, 20__ at _____ o'clock ____ M. and executed at _____ in _____ County, Texas, on the _____ day of _____, 20__ at _____ o'clock ____ m, by delivering to _____, in person a true copy of this Citation together with the accompanying _____ copy(ies) of the Original Petition - OCA attached thereto and I endorsed on said copy of the Citation the date of delivery. To certify which I affix my hand officially this the _____ day of _____, 20__.

Fee-Serving: _____

Sheriff/Constable

Amount: _____

County, Texas

BY: _____
Authorized Person/Deputy Signature

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being duly sworn by me, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____, 20__

Notary Public

CITATION

THE STATE OF TEXAS

ADRIAN MEJIA VS. ASI LLOYDS ET AL

Cause No.: 16-CV-0323

405th District Court of Galveston County

TO: ASI Lloyds
C/O Rodney D Bucker
700 North Pearl Street 25th Floor
Dallas TX 75201

GREETINGS: YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days from the date you were served this citation and petition/motion, a default judgment may be taken against you.

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1201 Shepherd Drive
Houston TX 77007



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Amount: _____

Sheriff/Constable

County, Texas

BY: _____

Authorized Person/Deputy Signature

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being duly sworn by me, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____ 20__

Notary Public

Kain, Rolande

From: postmaster@bartonlawgroup.com
To: lea@bartonlawgroup.com
Sent: Thursday, March 17, 2016 11:24 AM
Subject: Delivered: 16-CV-0323 Citation Service Packets

Your message has been delivered to the following recipients:

lea@bartonlawgroup.com (lea@bartonlawgroup.com)

Subject: 16-CV-0323 Citation Service Packets